

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
1594 West North Temple, Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291

\*\*\*\*\*

APPLICATION FOR TRANSFER  
OF  
NOTICE OF INTENTION TO COMMENCE SMALL MINING OPERATIONS

RECEIVED

APR 15 2013

Div. of Oil, Gas & Mining

Application is hereby made to transfer the permit to commence small mining operations for the  
Klingon project, permit # S/D 49 0060 currently  
operated by Moss Rock Products LLC (transferor)  
to Wasatch Rock and Gravel (transferee).

As used herein, TRANSFEROR refers to the current operator; TRANSFeree refers to the  
proposed new operator; NOI refers to the Notice of Intention to Commence Small Mining  
Operations; PERMIT refers to the approved (or accepted) NOI, including the reclamation  
contract and reclamation surety.

Upon approval of the Application for Transfer:

1. The Transferor agrees to transfer all rights and obligations to operate under the terms of the NOI to the Transferee. The Transferor will not retain any rights to conduct small mining operations within the area covered by the approved NOI.
2. Both parties understand the transfer of the **NOI is not complete until all the applicable requirements are met**, including the submittal and Division approval of an appropriate reclamation surety and a reclamation contract.
3. The transferee has read and has a copy of the current NOI.
4. The Transferee has inspected the site and is fully aware of all existing conditions and responsible for compliance with the conditions of the permit and the obligations regardless of the nature of the conditions at the site.
5. Transferee shall conduct large mining operations on lands included in the NOI in accordance with the Utah Mined Land Reclamation Act, (ACT) Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended), and the rules promulgated under the ACT (R647- et seq., and the approved NOI.
6. The Transferee shall provide a surety in a form and amount approved by the Division to assure reclamation of the lands affected by the mining operations.

The **Transferor** will remain liable for compliance at the mine site until this transfer application is approved.

50490060  
Task ID# 5406  
cc: Lynn  
JH



The signatory below represents that he/she has authority to execute this transfer on behalf of the Transferor, if not a natural person. Statements made in the application are true and correct to the best of my knowledge and belief.

TRANSFEROR:

Moss Rock Products, LLC  
Operator/Transferor Name  
By A. Vern Tharp, Jr.  
Name of Authorized Officer (Typed or Printed)  
MANAGER  
Title of Authorized Officer  
[Signature] 10 APR 13  
Officer's Signature Date

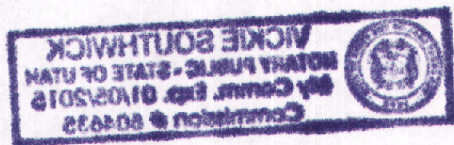
STATE OF UTAH )  
COUNTY OF Salt Lake ) ss:

On the 10 day of April, 20 13, A. Vern Tharp Jr.  
personally appeared before me, who being by me duly sworn did say that he/she is  
an Moss Rock Product (owner, officer, director, partner, agent or other (specify))  
of the Operator manager  
and duly acknowledged that said instrument was signed on behalf of said Operator  
by authority of its bylaws, a resolution of its board of directors, or as may otherwise  
be required to execute the same with full authority and to be bound hereby.

Vickie Southwick  
Notary Public  
Salt Lake  
Residing at  
1-5-2015  
My Commission Expires:









The signatory below represents that he/she has authority to execute this transfer on behalf of the Operator/Transferee, if not a natural person; and the operator/transferee is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah. Statements made in the application are true and correct to the best of my knowledge and belief.

TRANSFeree:

\_\_\_\_\_  
Operator/Transferee Name

By \_\_\_\_\_  
Name of Authorized Officer (Typed or Printed)

\_\_\_\_\_  
Title of Authorized Officer

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, \_\_\_\_\_  
personally appeared before me, who being by me duly sworn did say that he/she is  
an \_\_\_\_\_ (owner, officer, director, partner, agent or other (specify))  
of the Operator \_\_\_\_\_  
and duly acknowledged that said instrument was signed on behalf of said Operator  
by authority of its bylaws, a resolution of its board of directors, or as may otherwise  
be required to execute the same with full authority and to be bound hereby.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Residing at

\_\_\_\_\_  
My Commission Expires:



**REAL ESTATE PURCHASE CONTRACT**

**This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.**

**EARNEST MONEY RECEIPT**

Buyer **Peter J. Gordon, or his assigns** offers to purchase the Property described below from Wilshire Consulting Group, LLC (Seller) and hereby delivers to the Title Company, as Earnest Money, the amount of \$45,000.00 (Forty-Five Thousand & 00/100) in the form of current trust account deposits which, upon Acceptance of this offer by all parties (as defined in Section 20), shall be deposited in accordance with state law. **This Contract is effective as of May 6, 2008.**

Received by: Title West Title Company on or about 5.15.2008.

Title Company: Title West Title Company Phone Number: 801-375-3600

**OFFER TO PURCHASE**

1. **PROPERTY:** The Real Property being purchased is described below, and acknowledged by Buyer and Seller, and is located in Utah County, State of Utah (the "Property"):

**Parcel 1**

Northeast ¼ of the Northeast ¼ of Section 11, Township 11 South, Range 2 West

**Tax ID No. 61:152:0002**

**Parcel 2**

Beginning at the Northwest Corner (a brass cap with sections inscribed) of Section 12, and the Southwest Corner of Section 1, Township 11 South, Range 2 West, Salt Lake Base and Meridian, said point being the point of beginning of the following described Tract 7; North 00°23'20" East, a distance of 476.53 feet; thence East, a distance of 2,033.11 feet; thence South 14°27'20" West, a distance of 1,686.63 feet; thence North 89°13'33" West, a distance of 116.33 feet; thence South 71°35'07" West, a distance of 119.43 feet; thence North 89°44'59" West, a distance of 94.94 feet; thence North 43°33'57" West, a distance of 220.08 feet; thence North 37°17'30" West, a distance of 188.35 feet; thence North 49°11'06" West, a distance of 294.74 feet; thence North 44°52'56" West, a distance of 203.37 feet; thence North 23°19'43" West, a distance of 201.44 feet; thence North 56°16'34" West, a distance of 236.69 feet; thence North 74°39'43" West, a distance of 214.77 feet; thence South 67°25'58" West, a distance of 190.91 feet; thence North 00°23'20" East, a distance of 246.48 feet to the point of beginning.

**Tax ID No. 61:153:0004**



**Parcel 3**

Beginning at a point North 00°23'20" East, a distance of 476.53 feet from the Southwest corner (a brass cap with sections inscribed of Section 1, Township 11 South, Range 2 West, SLB;&M, said point of beginning being the Southwest corner of the following described Tract 6; continuing North 00°23'20" East along said line, a distance of 872.60 feet; thence East, a distance of 2558.57 feet; thence South 00°31'41" East, a distance of 872.62 feet; thence West, a distance of 2,572.53 feet to the point of beginning.

**Tax ID No. 61:150:0008**

All within the Salt Lake Base and Meridian, Utah County, the State of Utah.

**1.1 Excluded Items.** The following items are excluded from this sale: **The Reserved Screened and Un-Screened Aggregate materials reserved in paragraph 7.2 below.**

**1.2 There are no Water Rights conveyed with this Property.**

**1.3 Survey.** (Check applicable boxes): A survey to locate the corners of the Property **HAS BEEN PERFORMED.**

**1.4 PURCHASE PRICE.** The Purchase Price for the Property is \$770,000.00, (Seven Hundred Seventy Thousand and 00/100 dollars).

**Method of Payment.** The Purchase Price will be paid as follows:

\$ 45,000.00	(a) <b>Earnest Money Deposit.</b> Under certain conditions described in this Contract, THIS DEPOSIT MAY BECOME TOTALLY NON-REFUNDABLE.
\$ 494,000.00	(b) <b>Amount to be Paid at Closing</b>
\$ 231,000.00	(c) <b>Seller Carry Back Note</b>
\$ 770,000.00	<b>PURCHASE PRICE. Total of lines (a), (b) and (c)</b>

**1.4 Financing Condition.** Seller agrees to provide financing for the portion of the Purchase Price contained in item (c), above on terms contained in Addendum No. 6 - Note and Addendum No. 7 - Deed of Trust.

**1.5 Appraisal of Property.** Buyer's obligation to purchase the Property **IS NOT** conditioned upon the Property appraising for not less than the Purchase Price.

**2. SETTLEMENT AND CLOSING.** Settlement shall take place on the Settlement Deadline referenced in Section 21, or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller shall pay all amounts charged by the escrow/closing office for its services in the settlement/closing process.



Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 21, unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed: (i) the proceeds of from Buyer have been delivered to Seller or to the escrow/closing office; and (ii) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in parts (i) and (ii) of the preceding sentence shall be completed within four calendar days of Settlement.

3. **POSSESSION.** Seller shall deliver physical possession to Buyer within: ☐ hours ☐ days after Closing ☒ Other (specify) Immediately

4. **CONFIRMATION OF AGENCY DISCLOSURE.** At the signing of this Contract:

☐ Seller's Initials ☒ Buyer's Initials

There is no specified Listing Agent associated with this contract.

4.1 Buyer acknowledges that members of the Seller are licensed to sell real estate in the states of Colorado and Wyoming, but not in the State of Utah.

5. **TITLE INSURANCE.** At Settlement, Seller **WILL** pay for an owner's policy of title insurance insuring Buyer in the amount of the Purchase Price.

☒ Buyer's Initials

(a) **SELLER DISCLOSURES.** The only disclosures Seller shall provide to Buyer are those items contained in the attached commitment for the policy of title insurance.

5.2 **Title Acknowledgment.** Buyer hereby acknowledges receipt, having read and accepted the Title Insurance Policy Commitment for the Property issued by Title West Title Company, Orem, Utah as order number \_\_\_\_\_

Buyer's Initials PG

5.3 **Environmental Acknowledgment and Acceptance.** Buyer asserts and represents to Seller that Buyer fully understands that Seller and its Lessee have used the Property for mining activities prior to its purchase by Buyer. At the time of closing, buyer agrees to be obligated by any and all existing local, state and federal regulations governing mining activities. Further, Buyer agrees to assume any existing Mining Permits owned by Seller's Lessee and that apply to the Property, to include replacing Seller's Lessee's existing bond deposits related to said Permits. And at the time of closing buyer will hold Seller and its Lessee harmless for any existing or future liabilities related to the Property and its reclamation, to include assuring the release of Seller's Lessee's existing bond held by the Utah Division of Oil, Gas and Mining (DOGM).

Buyer's Initials PG

6. **ADDITIONAL TERMS.** There ☒ ARE ☐ ARE NOT addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: Addendum No. 1, Aerial Photo showing Property; Addendum No. 2, Preliminary Zone Clearance Request, dated February 22, 2008 related to Property; Addendum No. 3, Credit for 660 Tons of 2" Minus Crushed Gravel @ \$7.00 per Ton; Addendum No. 4, Reserved Access - Annotated Aerial Photo to be recorded with Deed; Addendum No. 5 - Seller Carry Back Note; and Addendum No. 6 - Deed of Trust for Seller Carry Back Note.

7. **SELLER WARRANTIES & REPRESENTATIONS.**



7.1 **Condition of Title.** Seller represents that Seller will own fee title to the Property at the time of closing and Seller will convey good and marketable title to the Property by Special Warranty Deed for the Real Property, free and clear of all liens. The Property being sold does NOT include any known water rights. The conveyance by Seller to Buyer is further subject to the rights of access and reservations for access set forth below in Section 7.2. Buyer agrees to accept title to the Property subject to the following matters of record: easements, deed restrictions, CC&R's (meaning covenants, conditions and restrictions), and rights-of-way. Buyer agrees to be responsible for taxes, assessments, homeowners association dues, utilities, and other services provided to the Property after Closing.

7.2 **Reservation.** Seller reserves the right of reasonable access across the Property to provide Seller and its affiliates and assigns reasonable access to the properties other properties owned or may be acquired in the future by Seller and its affiliates and assigns that are adjacent or near the Property ("adjacent properties"). The access being reserved to Seller shall be 30 feet wide and is for the purpose of ingress, egress and installation of any utilities which serve the Seller and its affiliates and assigns uses of the adjacent properties and the access extends to customers, employees and/or agents of seller and its affiliates and assigns. Seller reserves the right to improve and maintain this access route. Addendum No. 4, to be recorded as a part of the Deed illustrates and details this reserved access. This reserved access and rights to maintain and improve shall survive the Closing and endure for the future benefit of the Seller, its successors and/or assigns.

7.3 **"AS-IS".** BUYER IS BUYING THE PROPERTY "AS-IS" AND "WHERE-IS" AND NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PROPERTY ARE MADE TO BUYER EXCEPT AS PROVIDED HEREIN. Buyer is relying on its own investigations, determinations and due diligence in the purchase of the Property. Buyer makes no representations or warranties other than provided herein, and specifically makes no representations or warranties and has not provided any agreement or assurances as to the existence of access to the Property. Buyer has made its own investigation and determination of any access to and rights of use or zoning of the Property.

**IMPORTANT:** Buyer acknowledges that Seller has provided Buyer a copy of that portion of the Utah County Land Use Ordinance applicable to M&G 1 - Mining and Grazing and that the Seller has informed Buyer that this Property CANNOT BE USED TO BUILD A RESIDENCE OF ANY KIND.

Buyer's Initials PG

8. **OTHER ACKNOWLEDGMENT:** None.

9. **CHANGES DURING TRANSACTION.** Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any existing leases shall be made; (b) no new leases shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; and (d) no further financial encumbrances to the Property shall be made.

10. **AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

11. **COMPLETE CONTRACT.** This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

12. **DISPUTE RESOLUTION.** The parties agree that any dispute, arising prior to or after Closing, related to this Contract SHALL be submitted to mediation. The dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation prior to any decision of the mediator; however, the prevailing party shall have any such costs of this mediation paid for by the losing party, once the outcome has been decided.

Page 4 of 6 Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_ Buyer's Initials PG Date 5.15.08  
479382.3



13. **DEFAULT.** If Buyer defaults, Seller shall retain the Earnest Money Deposit and any other funds provided as per this Contract, as liquidated damages. If Seller defaults Buyer shall accept from Seller the return to Buyer of all Earnest Money Deposits and any other funds provided by Buyer as per this Contract as the only liquidated damages allowable.

14. **ATTORNEY FEES AND COSTS.** Any dispute that is not resolved via mediation shall be resolved via binding arbitration unless both parties agree to waive arbitration. The prevailing party shall be entitled to costs and reasonable attorney fees allocated by the arbiter. However, attorney fees shall not be awarded for participation in mediation under Section 14.

15. **NOTICES.** Except as provided in Section 22, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party or the other party's agent no later than the applicable date referenced in this Contract.

16. **ABROGATION.** Except for Sections 9, 13, 14 and 16, the provisions of this Contract shall not apply after Closing.

17. **INTENTIONALLY LEFT BLANK.**

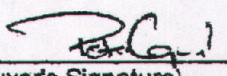
18. **TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each Section of this Contract which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, receipt of the Seller Disclosures, etc.). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

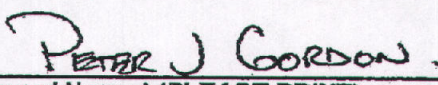
19. **FAX TRANSMISSION AND COUNTERPARTS.** Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

20. **ACCEPTANCE.** "Acceptance" occurs when Seller and Buyer execute this Agreement and Buyer deposits the Earnest Money.

21. **CONTRACT DEADLINES.** Buyer and Seller agree that the Settlement Deadline and Closing shall occur at Title West Title Company, Orem, Utah on or before May 14, 2008.

22. **GOVERNING LAW.** This Agreement is governed by and enforceable under the laws of the State of Utah without giving effect to conflict of law principles.

\_\_\_\_\_  
(Buyer's Signature) 5.15.08 (Offer Date)  5.15.08 (Offer Date)

  
(Buyers' Names) (PLEASE PRINT) 1232 W 1200 S WX UT (Notice Address) 801 891 9555 (Phone)

**THIS CONTRACT MAY BE RESCINDED WITHIN 10 CALENDAR DAYS OF EFFECTIVE DATE**



**ACCEPTANCE/COUNTEROFFER/REJECTION****CHECK ONE:**

☒ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. .

\_\_\_\_\_  
(Seller's Signature) (Title) (Date) (Time)

Seller: Wilshire Consulting Group, LLC, a Colorado Limited Liability Company by

Name: A. Vern Tharp, Jr. Title: Manager

☐ **REJECTION:** Seller Rejects the foregoing offer.

\_\_\_\_\_  
(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

\_\_\_\_\_  
(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

\*\*\*\*\*

**DOCUMENT RECEIPT**

State law requires Broker to furnish Buyer and Seller with copies of this Contract bearing all signatures.  
(Fill in applicable section below.)

A. I acknowledge receipt of a final copy of the foregoing Contract bearing all signatures:

[Signature]  
(Buyer's Signature) (Date) (Time) (Buyer's Signature) (Date) (Time)

\_\_\_\_\_  
(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

B. I personally caused a final copy of the foregoing Contract bearing all signatures to be ☐ faxed  
☐ mailed ☐ hand delivered on \_\_\_\_\_ (Date), postage prepaid, to the ☐ Seller  
☐ Buyer.

Sent/Delivered by (specify) \_\_\_\_\_



**Addendum No. 7  
to that certain  
Real Estate Purchase Contract, {the "Contract"}  
having,  
Peter J. Gordon or his assigns, Buyer  
and  
Wilshire Consulting Group, LLC, Seller  
Dated May 6, 2008**

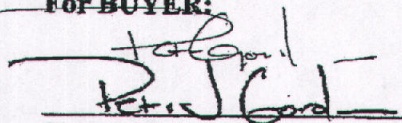
Buyer and Seller do hereby amend the above referenced Contract in the following manner:

1. Paragraph 5.3 is amended to add the text: "This paragraph, 5.3 and all of its representations and warranties, shall survive the Closing for the benefit of Seller, its assigns and successors."
2. Paragraph 7.2 is amended to add the text: "This paragraph, 7.2 and all of its reservations, shall survive the Closing for the benefit of Seller, its assigns and successors."
3. Paragraph 21 shall be amended to read: "Buyer and Seller agree that the Settlement Deadline and Closing shall occur at Title West Title Company, Orem, Utah on or before May 21, 2008."

These are the only amendments, changes or alterations to the above referenced Contract, all other terms of said Contract shall remain unchanged and in full force for both Parties.

Agreed to:

**For BUYER:**



Signature

Peter J. Gordon

Printed Name

Individually

Title

Date: 5.15.2008

**For SELLER:**

Signature

A. Vern Tharp, Jr.

Printed Name

Manager

Title



280534141

**REAL ESTATE PURCHASE CONTRACT**

**This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.**

**EARNEST MONEY RECEIPT**

Buyer **Peter J. Gordon, or his assigns**

offers to purchase the Property described below from Wilshire Consulting Group, LLC (Seller) and hereby delivers to the Title Company, as Earnest Money, the amount of ~~\$45,000.00~~ (Forty-Five Thousand & 00/100) in the form of current trust account deposits which, upon Acceptance of this offer by all parties (as defined in Section 20), shall be deposited in accordance with state law. **This Contract is effective as of May 6, 2008.**

Received by: Title West Title Company on or about \_\_\_\_\_

Title Company: Title West Title Company Phone Number: 801-375-3600

**OFFER TO PURCHASE**

1. **PROPERTY:** The Real Property being purchased is described below, and acknowledged by Buyer and Seller, and is located in Utah County, State of Utah (the "Property"):

**Parcel 1**

Northeast ¼ of the Northeast ¼ of Section 11, Township 11 South, Range 2 West

**Tax ID No. 61:152:0002**

**Parcel 2**

Beginning at the Northwest Corner (a brass cap with sections inscribed) of Section 12, and the Southwest Corner of Section 1, Township 11 South, Range 2 West, Salt Lake Base and Meridian, said point being the point of beginning of the following described Tract 7; North 00°23'20" East, a distance of 476.53 feet; thence East, a distance of 2,033.11 feet; thence South 14°27'20" West, a distance of 1,686.63 feet; thence North 89°13'33" West, a distance of 116.33 feet; thence South 71°35'07" West, a distance of 119.43 feet; thence North 89°44'59" West, a distance of 94.94 feet; thence North 43°33'57" West, a distance of 220.08 feet; thence North 37°17'30" West, a distance of 188.35 feet; thence North 49°11'06" West, a distance of 294.74 feet; thence North 44°52'56" West, a distance of 203.37 feet; thence North 23°19'43" West, a distance of 201.44 feet; thence North 56°16'34" West, a distance of 236.69 feet; thence North 74°39'43" West, a distance of 214.77 feet; thence South 67°25'58" West, a distance of 190.91 feet; thence North 00°23'20" East, a distance of 246.48 feet to the point of beginning.

**Tax ID No. 61:153:0004**

W. Tharp



**Parcel 3**

Beginning at a point North 00°23'20" East, a distance of 476.53 feet from the Southwest corner (a brass cap with sections inscribed of Section 1, Township 11 South, Range 2 West, SLB;&M, said point of beginning being the Southwest corner of the following described Tract 6; continuing North 00°23'20" East along said line, a distance of 872.60 feet; thence East, a distance of 2558.57 feet; thence South 00°31'41" East, a distance of 872.62 feet; thence West, a distance of 2,572.53 feet to the point of beginning.

**Tax ID No. 61:150:0008**

All within the Salt Lake Base and Meridian, Utah County, the State of Utah.

1.1 **Excluded Items.** The following items are excluded from this sale: **The Reserved Screened and Un-Screened Aggregate materials reserved in paragraph 7.2 below.**

1.2 **There are no Water Rights conveyed with this Property.**

1.3 **Survey.** (Check applicable boxes): A survey to locate the corners of the Property **HAS BEEN PERFORMED.**

1.4 **PURCHASE PRICE.** The Purchase Price for the Property is \$770,000.00, (Seven Hundred Seventy Thousand and 00/100 dollars).

**Method of Payment.** The Purchase Price will be paid as follows:

\$ 45,000.00	(a) <b>Earnest Money Deposit.</b> Under certain conditions described in this Contract, THIS DEPOSIT MAY BECOME TOTALLY NON-REFUNDABLE.
\$ 494,000.00	(b) <b>Amount to be Paid at Closing</b>
\$ 231,000.00	(c) <b>Seller Carry Back Note</b>
\$ 770,000.00	<b>PURCHASE PRICE. Total of lines (a), (b) and (c)</b>

1.4 **Financing Condition.** Seller agrees to provide financing for the portion of the Purchase Price contained in item (c), above on terms contained in Addendum No. 6 – Note and Addendum No. 7 – Deed of Trust.

1.5 **Appraisal of Property.** Buyer's obligation to purchase the Property **IS NOT** conditioned upon the Property appraising for not less than the Purchase Price.

2. **SETTLEMENT AND CLOSING.** Settlement shall take place on the Settlement Deadline referenced in Section 21, or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller shall pay all amounts charged by the escrow/closing office for its services in the settlement/closing process.



Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 21, unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed: (i) the proceeds of from Buyer have been delivered to Seller or to the escrow/closing office; and (ii) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in parts (i) and (ii) of the preceding sentence shall be completed within four calendar days of Settlement.

3. **POSSESSION.** Seller shall deliver physical possession to Buyer within: ☐ hours ☐ \_\_\_\_\_ days after Closing ☒ Other (specify) Immediately

4. **CONFIRMATION OF AGENCY DISCLOSURE.** At the signing of this Contract:

☐ Seller's Initials ☐ Buyer's Initials

There is no specified Listing Agent associated with this contract.

4.1 Buyer acknowledges that members of the Seller are licensed to sell real estate in the states of Colorado and Wyoming, but not in the State of Utah.

5. **TITLE INSURANCE.** At Settlement, Seller **WILL** pay for an owner's policy of title insurance insuring Buyer in the amount of the Purchase Price.

☐ Buyer's Initials

(a) **SELLER DISCLOSURES.** The only disclosures Seller shall provide to Buyer are those items contained in the attached commitment for the policy of title insurance.

5.2 **Title Acknowledgment.** Buyer hereby acknowledges receipt, having read and accepted the Title Insurance Policy Commitment for the Property issued by Title West Title Company, Orem, Utah as order number \_\_\_\_\_.

Buyer's Initials \_\_\_\_\_

5.3 **Environmental Acknowledgment and Acceptance.** Buyer asserts and represents to Seller that Buyer fully understands that Seller and its Lessee have used the Property for mining activities prior to its purchase by Buyer. At the time of closing, buyer agrees to be obligated by any and all existing local, state and federal regulations governing mining activities. Further, Buyer agrees to assume any existing Mining Permits owned by Seller's Lessee and that apply to the Property, to include replacing Seller's Lessee's existing bond deposits related to said Permits. And at the time of closing buyer will hold Seller and its Lessee harmless for any existing or future liabilities related to the Property and its reclamation, to include assuring the release of Seller's Lessee's existing bond held by the Utah Division of Oil, Gas and Mining (DOGM).

Buyer's Initials \_\_\_\_\_

6. **ADDITIONAL TERMS.** There ☒ ARE ☐ ARE NOT addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: Addendum No. 1, Aerial Photo showing Property; Addendum No. 2, Preliminary Zone Clearance Request, dated February 22, 2008 related to Property; Addendum No. 3, Credit for 660 Tons of 2" Minus Crushed Gravel @ \$7.00 per Ton; Addendum No. 4, Reserved Access - Annotated Aerial Photo to be recorded with Deed; Addendum No. 5 - Seller Carry Back Note; and Addendum No. 6 - Deed of Trust for Seller Carry Back Note.

7. **SELLER WARRANTIES & REPRESENTATIONS.**



7.1 **Condition of Title.** Seller represents that Seller will own fee title to the Property at the time of closing and Seller will convey good and marketable title to the Property by Special Warranty Deed for the Real Property, free and clear of all liens. The Property being sold does NOT include any known water rights. The conveyance by Seller to Buyer is further subject to the rights of access and reservations for access set forth below in Section 7.2. Buyer agrees to accept title to the Property subject to the following matters of record: easements, deed restrictions, CC&R's (meaning covenants, conditions and restrictions), and rights-of-way. Buyer agrees to be responsible for taxes, assessments, homeowners association dues, utilities, and other services provided to the Property after Closing.

7.2 **Reservation.** Seller reserves the right of reasonable access across the Property to provide Seller and its affiliates and assigns reasonable access to the properties other properties owned or may be acquired in the future by Seller and its affiliates and assigns that are adjacent or near the Property ("adjacent properties"). The access being reserved to Seller shall be 30 feet wide and is for the purpose of ingress, egress and installation of any utilities which serve the Seller and its affiliates and assigns uses of the adjacent properties and the access extends to customers, employees and/or agents of seller and its affiliates and assigns. Seller reserves the right to improve and maintain this access route. Addendum No. 4, to be recorded as a part of the Deed illustrates and details this reserved access. This reserved access and rights to maintain and improve shall survive the Closing and endure for the future benefit of the Seller, its successors and/or assigns.

7.3 **"AS-IS".** BUYER IS BUYING THE PROPERTY "AS-IS" AND "WHERE-IS" AND NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PROPERTY ARE MADE TO BUYER EXCEPT AS PROVIDED HEREIN. Buyer is relying on its own investigations, determinations and due diligence in the purchase of the Property. Buyer makes no representations or warranties other than provided herein, and specifically makes no representations or warranties and has not provided any agreement or assurances as to the existence of access to the Property. Buyer has made its own investigation and determination of any access to and rights of use or zoning of the Property.

**IMPORTANT:** Buyer acknowledges that Seller has provided Buyer a copy of that portion of the Utah County Land Use Ordinance applicable to M&G 1 – Mining and Grazing and that the Seller has informed Buyer that this Property CANNOT BE USED TO BUILD A RESIDENCE OF ANY KIND.

Buyer's Initials \_\_\_\_\_

8. **OTHER ACKNOWLEDGMENT:** None.

9. **CHANGES DURING TRANSACTION.** Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any existing leases shall be made; (b) no new leases shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; and (d) no further financial encumbrances to the Property shall be made.

10. **AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

11. **COMPLETE CONTRACT.** This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

12. **DISPUTE RESOLUTION.** The parties agree that any dispute, arising prior to or after Closing, related to this Contract SHALL be submitted to mediation. The dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation prior to any decision of the mediator; however, the prevailing party shall have any such costs of this mediation paid for by the losing party, once the outcome has been decided.

Page 4 of 6 Seller's Initials MS Date 05/07/08 Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_  
479382.3



13. **DEFAULT.** If Buyer defaults, Seller shall retain the Earnest Money Deposit and any other funds provided as per this Contract, as liquidated damages. If Seller defaults Buyer shall accept from Seller the return to Buyer of all Earnest Money Deposits and any other funds provided by Buyer as per this Contract as the only liquidated damages allowable.

14. **ATTORNEY FEES AND COSTS.** Any dispute that is not resolved via mediation shall be resolved via binding arbitration unless both parties agree to waive arbitration. The prevailing party shall be entitled to costs and reasonable attorney fees allocated by the arbiter. However, attorney fees shall not be awarded for participation in mediation under Section 14.

15. **NOTICES.** Except as provided in Section 22, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party or the other party's agent no later than the applicable date referenced in this Contract.

16. **ABROGATION.** Except for Sections 9, 13, 14 and 16, the provisions of this Contract shall not apply after Closing.

17. **INTENTIONALLY LEFT BLANK.**

18. **TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each Section of this Contract which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, receipt of the Seller Disclosures, etc.). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

19. **FAX TRANSMISSION AND COUNTERPARTS.** Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

20. **ACCEPTANCE.** "Acceptance" occurs when Seller and Buyer execute this Agreement and Buyer deposits the Earnest Money.

21. **CONTRACT DEADLINES.** Buyer and Seller agree that the Settlement Deadline and Closing shall occur at Title West Title Company, Orem, Utah on or before May 14, 2008.

22. **GOVERNING LAW.** This Agreement is governed by and enforceable under the laws of the State of Utah without giving effect to conflict of law principles.

(Buyer's Signature)

(Offer Date)

(Buyer's Signature)

(Offer Date)

(Buyers' Names) (PLEASE PRINT)

(Notice Address)

(Phone)

**THIS CONTRACT MAY BE RESCINDED WITHIN 10 CALENDAR DAYS OF EFFECTIVE DATE**



## ACCEPTANCE/COUNTEROFFER/REJECTION

## CHECK ONE:

☐ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. .

[Signature] Manager 07/07/08 12:40 PM  
(Seller's Signature) (Title) (Date) (Time)

Seller: Wilshire Consulting Group, LLC, a Colorado Limited Liability Company by

Name: A. Vern Tharp, Jr. Title: Manager

☐ **REJECTION:** Seller Rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

## DOCUMENT RECEIPT

State law requires Broker to furnish Buyer and Seller with copies of this Contract bearing all signatures.  
(Fill in applicable section below.)

A. I acknowledge receipt of a final copy of the foregoing Contract bearing all signatures:

(Buyer's Signature) (Date) (Time) (Buyer's Signature) (Date) (Time)

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

B. I personally caused a final copy of the foregoing Contract bearing all signatures to be ☐ faxed  
☐ mailed ☐ hand delivered on \_\_\_\_\_ (Date), postage prepaid, to the ☐ Seller  
☐ Buyer.

Sent/Delivered by (specify) \_\_\_\_\_



**ADDENDUM NO. 7  
TO THAT CERTAIN  
REAL ESTATE PURCHASE CONTRACT, (THE "CONTRACT")  
HAVING,  
PETER J. GORDON OR HIS ASSIGNS, BUYER  
AND  
WILSHIRE CONSULTING GROUP, LLC, SELLER  
DATED MAY 6, 2008**

Buyer and Seller do hereby amend the above referenced Contract in the following manner:

1. Paragraph 5.3 is amended to add the text: "This paragraph, 5.3 and all of its representations and warranties, shall survive the Closing for the benefit of Seller, its assigns and successors."
2. Paragraph 7.2 is amended to add the text: "This paragraph, 7.2 and all of its reservations, shall survive the Closing for the benefit of Seller, its assigns and successors."
3. Paragraph 21 shall be amended to read: "Buyer and Seller agree that the Settlement Deadline and Closing shall occur at Title West Title Company, Orem, Utah on or before May 21, 2008."

These are the only amendments, changes or alterations to the above referenced Contract, all other terms of said Contract shall remain unchanged and in full force for both Parties.

Agreed to:

**For BUYER:**

\_\_\_\_\_  
Signature

Peter J. Gordon  
Printed Name

Individually  
Title

**For SELLER:**

  
\_\_\_\_\_  
Signature

A. Vern Tharp, Jr.  
Printed Name

Manager  
Title